

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

SCHUH FAMILY LLC  
6081 Wilmer Road  
Cincinnati, Ohio 45247

CASE NO.:

1801823

(Judge \_\_\_\_\_)

Plaintiff,

vs.

**COMPLAINT AND JURY DEMAND**

FOREMOST INSURANCE COMPANY :  
GRAND RAPIDS, MICHIGAN :  
SERVE: Paul D. Yared :  
5600 Beech Tree Lane :  
Caledonia, Michigan 49316 :

and :

FOREMOST INSURANCE GROUP :  
c/o Paul D. Yared :  
5600 Beech Tree Lane :  
Caledonia, Michigan 49316 :

and :

FOREMOST CORPORATION OF :  
AMERICA :  
c/o Paul D. Yared :  
5600 Beech Tree Lane :  
Caledonia, Michigan 49316 :

Defendants. :

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HAMILTON COUNTY

**APR - 6 2018**

**AFTAB PUREVAL**  
COMMON PLEAS COURTS

Now comes Plaintiff, Schuh Family LLC, by and through counsel, and for its  
Complaint, states as follows:

**EXHIBIT A**

1. At all times relevant herein, Plaintiff, Schuh Family LLC is an Ohio limited liability company that owns the real property located at 888 Clifton Terrace, Cincinnati, Hamilton County, Ohio 45220 ("Property").

2. At all times relevant herein, Defendant, Foremost Insurance Company Grand Rapids, Michigan, is a company, corporation or other business entity, licensed to do business in the State of Ohio, with its principal place of business located at 5600 Beech Tree Lane, Caledonia, Michigan 49316, and is engaged in the business of, among other things, providing residential property insurance to the general public, including Plaintiff, Schuh Family LLC.

3. At all times relevant herein, Defendant, Foremost Insurance Group, is a company, corporation or other business entity, licensed to do business in the State of Ohio, with its principal place of business located at 5600 Beech Tree Lane, Caledonia, Michigan 49316, and is engaged in the business of, among other things, providing residential property insurance to the general public, including Plaintiff, Schuh Family LLC.

4. At all times relevant herein, Defendant, Foremost Corporation of America, is a company, corporation or other business entity, licensed to do business in the State of Ohio, with its principal place of business located at 5600 Beech Tree Lane, Caledonia, Michigan 49316, and is engaged in the business of, among other things, providing residential property insurance to the general public, including Plaintiff, Schuh Family LLC.

5. Schuh Family LLC (hereinafter "Schuh") maintained a policy of insurance underwritten and issued by Defendants, Foremost Insurance Company Grand Rapids, Michigan, Foremost Insurance Group and/or Foremost Corporation of America (hereinafter collectively as "Foremost"), specifically Policy Number 381-0021237502-05

("Policy"), for the periods April 1, 2017 through April 1, 2018, a copy of said policy is in possession of Defendants.

6. Prior to issuance of the Policy, Foremost had the opportunity to, and did, investigate/inspect the Property in issue.

7. Said Policy of insurance provided that Foremost would insure Plaintiff's real Property from included damages in return for Plaintiff's payment of premiums.

8. During the aforementioned Policy period significant and severe damage occurred on the real Property, including, but not limited to, major cracking of the foundation, exterior and interior, driveway and other sections of the property, causing the house on the property to become uninhabitable.

9. Plaintiff, Schuh, properly made a timely claim for coverage under the aforementioned Policy, provided all necessary documentation to Foremost, and exhausted all administrative procedures and/or otherwise performed all their obligations pursuant to said Policy.

#### **COUNT ONE**

10. Plaintiff refers to and incorporates the preceding allegations as if fully rewritten herein.

11. Defendants, Foremost, have failed to honor Plaintiff, Schuh's, proper and timely claim under Policy No. 381-0021237502-05 without reasonable justification.

12. The failure of Defendants, Foremost, to honor Plaintiff, Schuh's, claim under Policy No. 381-0021237502-05 constitutes a breach of the aforementioned insurance contract.

13. Plaintiff, Schuh, has demanded a full and fair settlement of all claims in accordance with the terms of the insurance contract under Policy No. 381-0021237502-05.

14. Pursuant to Ohio Civil Rule 57 and Ohio Revised Code Sections 2721.01 through 2721.15, Plaintiff, Schuh, seeks a declaration by this Court that it is entitled to full coverage under Policy No. 381-0021237502-05 from Defendants, Foremost, as a direct and proximate result of the actions and/or omissions described hereinbefore.

### **COUNT TWO**

15. Plaintiff refers to and incorporates the preceding allegations as if fully rewritten herein.

16. At all times relevant herein, Plaintiff, Schuh, was the insured under a valid contract of insurance with Defendants, Foremost, and, in good faith, was in compliance with the provisions of said insurance Policy, including payment of premiums and timely notice of the claim.

17. At all times relevant herein, Defendants, Foremost, knew and/or should have known the content, implication and legal ramifications of the language of the policy it drafted and issued to Plaintiff, Schuh, providing coverage for the insured's damages, including, but not limited to the following language:

#### **Definitions**

Earth movement means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or

5. Mine subsidence.

18. At all times relevant herein, Defendants, Foremost knew or should have known that the aforementioned language provided coverage for Plaintiff, Schuh, relative to damages suffered by the real property sustained due to structural damage that was not one of the items enumerated by the policy definition as "all of the following items."

19. Plaintiff, Schuh, has demanded a full and final settlement of all claims in accordance with the terms of the insurance contract under Policy No. 381-021237502-05.

20. The failure of Defendants, Foremost, to honor Plaintiff's claim under Policy No. 381-051237502-05 constitutes a breach of the aforementioned insurance contract.

21. As a direct and proximate result of Defendants, Foremost's, breach of the insurance contract, Plaintiff has sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

**COUNT THREE**

22. Plaintiff refers to and incorporates the preceding allegations as if fully rewritten herein.

23. Defendants, Foremost intentionally, willfully, wantonly, and/or maliciously failed to act in good faith toward Plaintiff, Schuh, by, among other things, failing to honor the aforementioned contractual claims in accordance with the terms and conditions of the insurance contract under Policy. No. 381-021237502-05, thereby exposing Plaintiff to loss as a policy insured without reasonable justification.

24. As a direct and proximate result of Foremost's failure and/or refusal to act in good faith, Plaintiff has sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

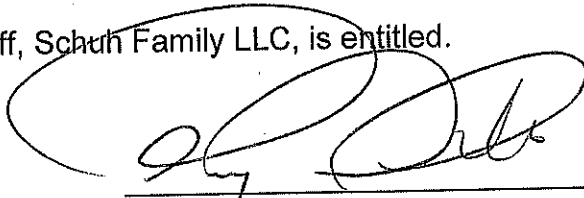
**COUNT FOUR**

25. Plaintiff refers to and incorporates the preceding allegations as if fully rewritten herein.

26. Defendants, Foremost's acts and/or omissions, by and through its' agents, servants and/or employees, were willful, wanton, malicious and/or in bad faith and/or with actual malice, fraud or insult and entitle Plaintiff, Schuh, to punitive damages, including legal fees and expenses.

WHEREFORE, Schuh Family LLC demands judgment against Defendants, Foremost Insurance Company Grand Rapids, Michigan, Foremost Insurance Group and/or Foremost Corporation of America, jointly and severally, in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus interests and costs; and, alternatively, pursuant to Civil Rule 54(C) of the Ohio Rules of Civil Procedure, Plaintiff, Schuh Family LLC, demands judgment against Defendants, Foremost Insurance Company Grand Rapids, Michigan, Foremost Insurance Group and/or Foremost Corporation of America for Declaratory Judgment that Plaintiff is entitled to full coverage under Policy No. 381-021237502-05, plus all applicable and appropriate benefits, interest, costs, legal fees and other relief to which they are entitled; and Plaintiff, Schuh Family LLC demands Judgment against Defendants, Foremost Insurance Company Grand Rapids, Michigan, Foremost Insurance Group and/or Foremost Corporation of America,

jointly and severally, under Counts Three and Four of the Complaint in the amount of Seven Hundred Thousand Dollars (\$700,000.00), plus attorney fees, interest, costs and other such relief to which Plaintiff, Schuh Family LLC, is entitled.



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*Attorneys for Plaintiff*

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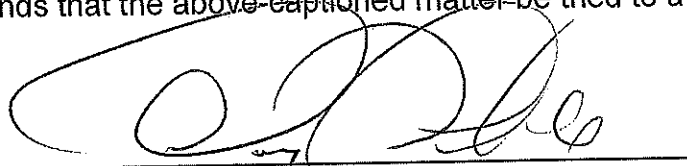
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**JURY DEMAND**

The Plaintiff herein demands that the above-captioned matter be tried to a jury.



Gary F. Franke  
Attorney at Law